

**CITY OF HARTFORD**  
**REQUEST FOR PROPOSALS #2699**  
***Collection of Delinquent Real Estate Taxes***

1. INTENT AND GENERAL INFORMATION

The City of Hartford is seeking the services of a collection agent to assist the Tax Collector in the collection of delinquent real estate taxes.

2. SPECIAL REQUIREMENTS

Respondents are required to have a minimum of five years of experience in successfully collecting delinquent real estate taxes for municipalities.

3. SCOPE OF SERVICES

- 3.1 The tax delinquencies of the occupied properties to be collected shall be a minimum of three years delinquent with no less than \$5,000 due on any parcel.
- 3.2 The total aggregate value of the tax delinquencies shall be no less than \$200,000.00, comprised of no less than twenty-five parcels.
- 3.3 The vendor shall assist the City in the collection of delinquent taxes due on the associated properties through available statutory means, including foreclosure.
- 3.4 In conjunction with and the approval of the Office of Corporation Counsel, the vendor shall hire counsel to foreclose on delinquent accounts.
- 3.5 In conjunction with and the approval of the City of Hartford, the vendor shall manage occupied properties acquired through foreclosure.

4. TERM OF CONTRACT

The term of the contract shall be one year and may be renewed for four (4) additional one year terms, subject to the availability of funds, which renewal may be exercised retroactively.

5. PROJECT MANAGEMENT

The contract shall be managed for the City by the Tax Collector or by his designee. Any legal action commenced on behalf of the City shall be managed by the Office of the Corporation Counsel.

6. PROPOSALS

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

6.1 Submission and Deadline

All proposals must be received by **2:30 P.M., EST Thursday, April 24, 2003**. One original and seven (7) copies shall be submitted to:

Stanley Staron, Acting Purchasing Agent  
City of Hartford  
Purchasing Division, Room 100  
550 Main Street  
Hartford CT 06103

General questions about this RFP may be directed to Judith A. Reynolds, Principal Analyst, Purchasing Division (860) 543-8555. Technical questions regarding the Scope of Services and project requirements may be faxed to the same at (860) 722-6607 no later than one week prior to opening date, April 17, 2003.

All firms who are furnished a copy of this RFP, but who decide not to offer a Proposal to the City of Hartford, are asked to submit a negative reply. Specific comments and observations are encouraged.

6.2 Packaging

The original proposal (including the original Special Attachments) shall be placed in **one sealed envelope**, bearing the name and address of the respondent and clearly marked with the words "RFP #2699: Collection of Delinquent Real Estate Taxes". The seven copies shall be placed in a separate sealed envelope or box, bearing the name and address of the respondent and clearly marked with the words "RFP #2699: Collection of Delinquent Real Estate Taxes".

6.3 Organization and Content

The City will not be liable for any costs incurred in the preparation of the response to this RFP.

Proposals must be bound, paginated, indexed and numbered consecutively.

All Proposals must be signed by the firm's authorized official.

The proposal must also provide name, title, address, and telephone numbers including FAX numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be

contacted for the purpose of clarifying the information provided therein.

No original material should be submitted as all proposal submissions and materials become property of the City and will not be returned.

Respondents shall submit as their proposal the following:

### **Section 1: Submittal Letter**

Respondents shall submit a cover letter, addressed to Stanley Staron, Acting Purchasing Agent, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's offer, as well as the name, title and phone number of the person to whom the City may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

### **Section 2: Detailed Proposal including:**

Project Understanding: Please provide a written discussion in sufficient detail to demonstrate an understanding of the project's scope and the services required.

Experience: Please provide a detailed written summary of the Respondent's experience and capability in providing similar services elsewhere, especially experience in providing services to municipalities.

Staff Plan: Identification of all staff who will provide any portion of the services required under the contract. For each identified individual, provide background and experience, and areas and levels of responsibility. Please provide resumes of all key personnel.

Service Delivery Plan: Describe how services required herein will be provided to the City, and describe how the service delivery plan will ensure timely delivery of services. The delivery plan must include a detailed schedule.

Services Expected of the City: Define the nature and scope of all services to be provided by the City.

### **Section 3: Budget/Fee Proposal**

All respondents are required to submit a fee proposal for all services outlined in the Scope of Services. All services must be included in this fee proposal. The City of Hartford is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee.

The City reserves the right to negotiate fees and payment schedules with the selected respondent.

## **Section 4: Required Forms**

**Bidder's EEO Report:** As a condition of doing business with the City, the successful respondent must be certified by the City as an Equal Employment Opportunity Employer. The City's *Bidder's EEO Report* form is available on the City's web site: [www.hartford.gov/purchasing](http://www.hartford.gov/purchasing) for this purpose and is made an integral part of this proposal. **Please complete the form in its entirety and return it, with an original signature affixed,** with the proposal submitted.

**Taxpayer's Identification Number:** Every respondent, whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit with their proposal the Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* which is also available at the above web site.

All Proposals must be signed by the Respondent. Unsigned proposals cannot and will not be considered.

### 7. ALTERNATIVES AND EXCEPTIONS

The Purchasing Agent may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

### 8. PROPOSAL EVALUATION

#### 8.1 Selection Criteria

The following criteria will be used, without limitation, in determining the successful Provider:

- 8.1.1 The Respondent's technical understanding of the project, its purpose, scope and field as evidenced by the quality of the proposal submitted.
- 8.1.2 The background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the City or for other municipal or private sector clients.
- 8.1.3. The specific background, education, qualifications and relevant experience of the individuals designated to provide services, especially those of the day-to-day program manager, including a review of *curricula vitae*, and documentation of relevant and pertinent training and accreditations of each.
- 8.1.4 Commitment to the City's timetable for the project.
- 8.1.5 Assessment of the Respondent's ability to develop and maintain a positive working relationship with City staff and actively communicate with same.

- 8.1.6 Competitiveness of proposed fee, although the City is not bound to select the respondent who proposes the lowest fees for services. The City reserves the right to negotiate fees with the selected respondent.
- 8.1.7 The Respondent's responsiveness and compliance with the RFP requirements and conditions.
- 8.1.8 A review of references from other clients as provided in the Proposal submitted.
- 8.1.9-Determination that the selected Provider has no contractual relationships which would result in a conflict of interest to the City's contract.

Proposals in response to this RFP will be reviewed against the criteria listed above, and award of contract shall be made in accordance with standard purchasing procedures.

## 8.2 Selection Procedures

- 8.2.1 The Purchasing Agent reserves the right to reject any or all proposals or parts thereof for any reasons, to negotiate changes to proposal terms, and to waive minor inconsistencies with the RFP. The Purchasing Agent reserves the right to make a selection on the basis of qualifications, experience in providing similar services elsewhere and the proposal's responsiveness to the RFP requirements.
- 8.2.2 A Selection Committee *may* assist the Purchasing Agent in choosing the successful Provider to deliver the requested services. In the event a Selection Committee is established by the Purchasing Agent, respondents submitting the best proposals may be invited to an interview with the Selection Committee prior to final recommendation for contract award. The City reserves the right to make an award solely on the basis of the proposals submitted.
- 8.2.3 The City intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the City.

## 9. PRINCIPALS/COLLUSION

By submission of a proposal, the respondent does declare that the only person or persons interested in this proposal as principal or principals is/or, are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

## 10. GENERAL REQUIREMENTS AND CONDITIONS

### 10.1 Insurance

The selected provider shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Risk Manager. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewal thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

10.1.1 **Commercial General Liability, including Contractual Liability Insurance**, with limits not less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.

10.1.2 **Workers' Compensation** in accordance with Connecticut General Statutes

10.1.3 **Employer's Liability:**  
\$100,000 bodily injury for each accident;  
\$100,000 bodily injury by disease for each employee  
\$500,000 bodily injury by disease aggregate

10.1.4 **Professional Liability:** Issued on a claims made basis with a \$2,000,000 Single Limit for the term of the contract and for two years following its completion.

10.1.5 **The City of Hartford is included as an Additional Insured, ATIMA** under the Commercial General Liability and Employer's Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.)

10.1.6 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the City of Hartford. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the City's Risk Manager.

10.1.7 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Provider by virtue of its promise to hold City harmless so that in the event that any claims results in a settlement or judgment in any amount above the limits set in Paragraph 12.1.1 herein, the Provider shall be liable to, or for the benefit of, the City for the excess.

10.1.8 Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.

10.1.9 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of Provider, at the Provider's expense, at City's option.

## 10.2 **Hold Harmless Agreement:**

In addition to its obligation to provide insurance as specified above, the Provider, its agents and assigns shall indemnify and hold harmless the City of Hartford, including but not limited to, its elected officials, its officers and agents ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys' fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Provider during the Provider's performance of this Agreement or any other Agreement of the Provider entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

## 10.3 **Conditions:**

Respondents responding to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in its proposal submitted:

10.3.1 Have personnel/resources reserve sufficient to assure task continuity.

10.3.2 Agree that all sub-contractors hired by the respondent must have prior written approval of the City of Hartford.

10.3.3 Agree that the resultant contract may be terminated in the event of non-appropriation of funds.

10.3.4 Agree to accept and follow management direction from the City and specifically, the City's designated personnel.

10.3.5 Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of Hartford, including but not limited to the following:

\*Civil Rights Act of 1964, as amended

\*Civil Rights Act of 1991, as amended

\*Section 2-626 through 2-676 of the Hartford Municipal Code

\*Executive Orders Numbers 3 & 17 of the State of Connecticut

\*Section 504 of the Rehabilitation Act of 1973

10.3.6 Agree that if the City cannot in good faith negotiate a written contract within a reasonable time with the selected Respondent, the City may unilaterally cancel its selection of that Respondent.

10.3.7 Agree that periodic payments to the contractor will be made as agreed upon in the signed contract with the City.

10.3.8 Agree that the contract between the City and the Respondent shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford.

## 11. TAX STATUS

In accordance with Chapter 2, Section 2-548(a)(4) of the Municipal Code of the City of Hartford, the selected respondent must be current in all tax obligations to the City of Hartford. A respondent found to be delinquent in the payment of personal or real property taxes, or found to be the owner of an interest of twenty-five percent (25%) or more in a corporation that is delinquent in the payment of personal or real property taxes **shall not be considered for contract award**.

## 12. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

The City of Hartford complies with the Americans with Disabilities Act (ADA) of 1990, and in so doing requires that contractors with the City abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable.

## 13. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.